

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,)	
)	CASE NO. 1:11CR491
Plaintiff,)	
v.)	
)	JUDGE SARA LIOI
)	
MICHAEL FORLANI,)	GOVERNMENT'S
)	<u>SENTENCING MEMORANDUM</u>
Defendant.)	

Now comes the United States of America, by and through its attorneys, Barbara L. McQuade, United States Attorney, and Assistant United States Attorneys Antoinette T. Bacon and Nancy L. Kelley and hereby files the Government's Sentencing Memorandum.

I. Introduction and Procedural History

On October 20, 2011, Michael Forlani was indicted on multiple bribery, fraud and obstruction schemes. In essence, the indictment charged Forlani with operating his businesses as a criminal enterprise, using bribery and fraud to obtain contracts and advance his business interests. Forlani bribed many public officials, across several jurisdictions, to secretly gain an advantage over his competitors in a variety of projects, including the VA Development Project, the JJC project, and projects in the Maple Heights and Parma City Schools Districts. Forlani's bribery extended beyond the public sector to include business executives. Forlani wanted his business interests to thrive, and Forlani paid to make that happen.

On August 30, 2012, Forlani pleaded guilty, pursuant to a plea agreement, to Counts 1-12 and 17-18 of the indictment, and the Government agreed to move this Court to dismiss the remaining counts at sentencing. Paragraph 12 of the plea agreement specifically reserved the Government's right to present evidence of relevant conduct, including evidence of the dismissed counts and the schemes noticed as potential Rule 404(b) evidence, to establish sentencing enhancements and factors, including the loss amount. The following chart summarizes the charges to which Forlani pleaded guilty and the schemes admitted in his plea agreement.

Count	Offense
1	RICO Conspiracy 18 U.S.C. § 1962(d)
2	Dimora Scheme 18 U.S.C. § 1951 Hobbs Act Conspiracy
3	Dimora Scheme 18 U.S.C. §§ 1951 and 2 Hobbs Act
4	Dimora Scheme 18 U.S.C. § 1349 Conspiracy to Commit Mail/Wire Fraud & Honest Services Mail/Wire Fraud
5	Dimora Obstruction Conspiracy 18 U.S.C. § 371
6	Dimora/Beanie Wells Jersey 18 U.S.C. § 1349 Conspiracy to Commit Wire Fraud and Honest Services Wire Fraud
7	Dimora/Beanie Wells Jersey 18 U.S.C. §§ 1951 and 2 Hobbs Act Bribery
8	Maple Heights Schools/Auditor's Office 18 U.S.C. § 1951 Hobbs Act Conspiracy

9	Maple Heights Schools/Auditor's Office 18 U.S.C. §§ 1951 and 2 Hobbs Act Bribery
10	Maple Heights Schools/Auditor's Office 18 U.S.C. § 1349 Conspiracy to Commit Mail Fraud and Honest Services Mail Fraud
11	Maple Heights Obstruction 18 U.S.C. §§ 1512 and 2 Hobbs Act Bribery
17	Metro Scheme 18 U.S.C. § 371 Conspiracy to Commit Bribery Concerning Programs Receiving Federal Funds
18	Metro Scheme 18 U.S.C. § 1349 Conspiracy to Commit Mail Fraud and Honest Services Mail Fraud

The factual basis of the plea agreement contains admissions to facts and to the elements of the offenses of conviction. The Government adopts those facts herein.

At the sentencing hearing, the Government anticipates presenting testimony, documents and other evidence to meet its burden with respect to the loss calculation pursuant to U.S.S.G. § 2B1.1 and presenting relevant evidence to establish that under § 3553(a), a significant term of imprisonment is appropriate. This presentation will include additional evidence related to the counts of conviction, together with relevant conduct.

This memorandum will outline the anticipated evidence and how that evidence affects the Guidelines calculation and the § 3553(a) analysis.

II. Guidelines Calculation

A. Additional Evidence Related to Counts of Conviction

1. Counts 2 - 4, Forlani bribery of James Dimora related to Cuyahoga County

From in or around 2002 to on or about December 31, 2008, Forlani and his companies, Doan and Neteam, provided things of value to Dimora in the form of home improvements, free cellular telephones, meals and entertainment, vehicle maintenance, and free and discounted vehicle leases/rentals. Exhibit 1¹ to the Sentencing Memorandum contains relevant intercepted conversations and corresponding transcripts that further detail the nature and circumstances of this offense. The following chart itemizes the things of value provided to Dimora by Forlani and his companies²:

Description	Value
Free and discounted home improvements to Dimora pre-May 23, 2008 (includes \$12,578.00 for outdoor TV and indoor audio/visual system detailed in factual basis p. 33)	\$40,725.29
Discounts on cars for Dimora and relatives billed to Doan	\$38,578.44
Tickets	\$100
Cell phones billed to Doan and used by Dimora and family	\$11,527.91
Total	\$90,931.64

In return for those things of value, Dimora performed official acts to benefit Forlani and

¹ Because the materials contained in Exhibit 1 are subject to a protective order, the Government will seek, in a separate filing, authorization to file Exhibit 1 under seal.

² The Government is compiling the documents and other evidence that supports each of the monetary amounts contained in this memorandum, which documents defendant received in discovery. The Government will be prepared to present that evidence at sentencing and will provide it to defendant prior to sentencing in compliance with local rule.

his companies including: (1) a large County contract, (2) an economic development loan, (3) assistance in trying to disqualify the low bidder or re-bid the JJC contract, (4) assistance with obtaining ODOT approval of billboards for Ontario Point, (5) assistance with Forlani's attempts to obtain the lease for the Veterans Service Commission office, (6) summer job for the niece of one of Forlani's employees, (7) attempting to influence awarding of an RTA contract, and (8) help financing the VA Development Project, which included assistance with an investment banking firm and appointing Robert Peto to the Port Board.

The intended value of these contracts is summarized in the chart below:

Dimora Official Act, In General	Project	Contract Amount
Attempting to influence the staff decision about awarding contracts	JJC Project	\$11.5 million ³
Attempting to influence awarding of a contract	RTA factual basis (pp. 36-39)	\$1,187,022 ⁴
Attempted to influence awarding a contract	Veteran's Service Commission relocation	\$2.4 million ⁵
Voting to approve a county loan	Brownfield loan for Deep Three Partners (factual basis p. 33)	\$350,000
Voting to approve a county contract	Doan County Contract	\$941,000
Peto's Port Board Salary		\$46,200.13
Total		\$16,424,222.13

³ Forlani did not receive the JJC contract.

⁴This amount was authorized by the RTA Board. When the contract was signed, the amount specified was \$1,176,570.

⁵ Forlani did not bid on the VSC contract.

More detailed summaries of the projects follow.

VA Development Project

One of Forlani's largest business interest was the VA Development Project. In 2006, Congress appropriated funds for a new bed tower at the Louis Stokes Cleveland Veterans Affairs Medical Center in Cleveland, Ohio (the VA Development Project"). Forlani formed Veteran's Development LLC ("VetDev") to develop facilities for this project. Forlani invested large amounts of his own funds into the VA Development Project. During intercepted conversations, he complained that the project was stressing him financially and physically and that he was "desperate" to close the deal. Forlani repeatedly complained that the delays and roadblocks in the project were creating a financial drain.

In order to complete the project, it was necessary for Forlani to accomplish several steps. One of the final steps was for Forlani to secure financing. Dimora tried to help Forlani obtain financing in two ways. First, Dimora appointed Robert Peto to the Port Board, at Forlani's request. Forlani had envisioned using the Port Authority as a funding mechanism and wanted an advocate on the Port Board. As stated below, Forlani then bribed Peto, in part, to help Forlani obtain financing through the Port Authority. Second, Dimora helped by facilitating and attending meetings with financial institutions, which could potentially finance the VA Development Project.

Deep Three Loan

A Forlani company, Deep Three Partners, LLC ("Deep Three") wanted to purchase a building adjacent to the Doan property on Corbin Drive in Bedford Heights, Ohio. Forlani was the sole owner of Deep Three. Deep Three sought and obtained a \$350,000 Cuyahoga County

Department of Development Economic Development Loan. Dimora voted to award the loan to Deep Three Partners.

Veterans Service Commission ("VSC")

In 2008, Forlani sought and obtained Dimora's assistance in influencing the VSC to move its office from downtown Cleveland, Ohio to the VA Development Project in the Wade Park neighborhood of Cleveland. The VSC would serve as a tenant in the VA Development Project.

Employment for Relative 3

BE60, who worked for Forlani, helped BE60's relative, Relative 3, obtain summer employment with the County. BE60 requested and obtained Dimora's assistance in obtaining County employment for her relative, in return for Forlani causing Doan to provide things of value to Dimora.

The RTA Contract

On or about March 18, 2008, RTA voted to award Neteam a contract for the Breda Light Rail Audio Communications and Video Surveillance System valued at approximately \$1,176,570.00. Forlani sought and obtained Dimora's assistance in influencing two RTA board members regarding the RTA contract award.

Ontario Point

Forlani held a mortgage on real estate known as Ontario Point at the corner of Ontario and Carnegie in Cleveland, Ohio. Forlani, upon learning that he could not build on the site, considered using it for an electronic billboard from which he could generate some income from

Clear Channel. Forlani needed permission from the Ohio Department of Transportation (ODOT) to use Ontario Point for a billboard. In furtherance of developing Ontario Point, Forlani sought and obtained Dimora's assistance in influencing public officials and private business executives.

JJC Project

As early as 2005, Cuyahoga County officials started planning for the construction of a new Juvenile Justice Center ("JJC Project"). On or about February 22, 2008, Doan submitted a bid for the electrical portion, but was not the lowest bidder. Forlani complained to Dimora that Doan's bid was only \$53,000 over the winning bid. Forlani said, "I have to get my resignation as a sponsor now based on the events of today," and asked Dimora to "see if they got minority problems," referring to the MBE portion of the winning bid. Dimora took official action to try and disqualify the winning bidder to give Doan the contract or the opportunity to re-bid.

County Contract

In or around November 2004, the County Commissioners awarded Doan a contract valued at approximately \$941,000 to install emergency generators at the Justice Center. Forlani sought and obtained Dimora's support for the contract.

In conclusion, for approximately six years, Forlani had Dimora on retainer, giving Dimora things of value in return for Dimora using his power and influence to help Forlani's business endeavors.

2. Count 5, Forlani Obstruction related to the Cuyahoga County Corruption Investigation

After Forlani learned that the FBI approached Steve Pumper in May 2008, Forlani created documents and otherwise obstructed and attempted to obstruct the federal investigation. In

addition to the facts contained in the Factual Basis, the Government provides the additional evidence contained at Exhibit 1 as part of the nature and circumstances of the offense.

3. Counts 6 & 7, Forlani's participation in William Neiheiser's bribery of James Dimora related to Cuyahoga County

Forlani served as the conduit between William Neiheiser and Dimora in a bribery scheme in which Neiheiser provided Dimora with a \$3,600 check to pay for a Beanie Wells jersey and other things of value in return for Dimora helping Neiheiser's company gain an advantage in the JJC Project bidding process. In addition to the Factual Basis in the plea agreement, the Government provides the additional evidence contained at Exhibit 1 as part of the nature and circumstances of the offense.

4. Counts 8 - 10, Forlani's bribery of Maple Heights City Schools Officials

From in or around July 2003 to in or around October 2009, Forlani gave and offered to give things of value to Sandy Klimkowski, president of the Maple Heights School Board, in return for official acts related to Maple Heights projects for Forlani's companies. The things of value included free home improvements at Klimkowski's residence and that of her relative, as follows:

Description	Value
Home improvements at Sandy Klimkowski residence	\$3,464
Wiring at Klimkowski's relative's new construction residence	\$17,500
Audio-visual update at Klimkowski's relative's residence	\$16,180
TV for Sandy Klimkowski	\$1,450
Total	\$38,594

The official acts included contracts with Maple Heights City Schools valued at \$1,288,936. Exhibit 1 contains additional facts surrounding the nature and circumstances of this offense.

5. Count 11, Forlani obstruction related to the Maple Heights bribery scheme

The Government anticipates providing testimony that after the July 28, 2008 searches, Forlani asked Russo to tell Klimkowski to get rid of a television she had received indirectly (through Vince Russo) from one of Forlani's companies in December 2007.

On March 10, 2009, the FBI approached Klimkowski and sought her cooperation. Russo and others learned that the FBI contacted Klimkowski. Thereafter, Forlani told Russo that Klimkowski would be receiving a bill for the work done on her residence in 2005 and that if she paid it, Forlani would reimburse her. Russo relayed that information to Klimkowski. On March 26, 2009, Doan hand-delivered to Klimkowski's mail box an invoice in the amount of \$3,464.60 dated 3/26/2009 for the work Doan had performed on the Klimkowski residence in 2005. On July 16, 2009, Doan mailed the March 26, 2009 invoice to Klimkowski.

6. Counts 17 & 18 Forlani bribery of John Carroll related to MetroHealth

From in or around 2006 and continuing through in or about mid-2008, Forlani gave and offered to give Metro executive John Carroll things of value in return for Carroll using his official position at Metro to benefit Forlani's companies with the award and administration of Metro business. The things of value included golf outings and sporting event/concert tickets, collectively valued at \$6,140.02. The official acts included Carroll advising Metro contractors to use Doan as a subcontractor, suggesting that Forlani divide a proposal into two smaller ones to avoid competitive bidding, expediting payments, and managing the time allowed to complete

projects. During the course of the conspiracy, Metro entered into approximately 26 construction contracts, subcontracts and purchase orders with Doan valued at approximately \$9,551,976.

B. Evidence Related to Relevant Conduct Stemming From Dismissed Counts

1. Count 12, Forlani bribery of Kevin Kelley related to Parma City Schools

From in or around 2001 through on or about July 28, 2008, Forlani and Calabrese gave and offered to give things of value to Kelley in return for Kelley using his position on the Parma City School District Board to benefit Forlani, Forlani's companies, Calabrese, Law Firm 1 and their designees. The things of value included approximately \$50,000 - \$60,000 cash, campaign contributions and meals. The official acts included Kelley supporting and voting to award contracts and payments on those contracts both to Doan directly and to another company, who used Doan as a subcontractor. The contracts and subcontracts Doan received from Parma City Schools totaled approximately \$4,424,315.

The Government anticipates presenting the following evidence at the sentencing hearing:

Kelley received the cash through Anthony Calabrese. On a least one occasion, Forlani asked Kelley how much Calabrese had given him. Kelley indicated \$20,000, and Forlani responded in the affirmative. In addition, Forlani paid bribes in the form of campaign contributions to Kelley. For example, Forlani made a \$1,000 contribution on February 19, 2003. Forlani does not live in the Parma School district. On the same date, Forlani caused ten of his employees, none of whom lived in the Parma School district, to make \$500 contributions for a total of \$6,000, a very significant contribution for a school board candidate. In the next election cycle, in 2007, Forlani made an ear-marked contribution totaling \$8,000 to the Cuyahoga County

Democratic Party that the Party then used to pay a campaign printing bill for Kelley. Dimora, as the County Democratic Chairman, personally approved this coordinated contribution to Kelley.

The following are school board campaign contributions from and through Forlani:

Calendar year	Amount
2002	\$5,000
2003	\$6,000
2007	\$8,000 (through Dem. Party)
Total	\$19,000

2. Counts 13-16, Forlani bribery of Sabra Pierce Scott related to the VA Development Project.

From on or about August 2005 and continuing through on or about July 28, 2008, Forlani gave and offered to give Cleveland City Council Member Sabra Pierce Scott things of value in return for Scott using her position on City Council to benefit Forlani's VA Development Project, including (1) meeting with Forlani and his colleagues, (2) meeting with property owners in the area to discuss the VA Development Project, (3) guiding legislation in support of the VA Development Project through Cleveland City Council and its committees, (4) enlisting support for the VA Development Project with her fellow Council members, (5) supporting the VA Development Project at public meetings, and in the community and (6) helping Forlani to obtain funding for the VA Development Project. The things of value included collecting \$3,630 in campaign contributions, \$2,000 cash, and a job for Scott's son at Doan at a total salary of \$90,000 (excluding benefits).

The Government anticipates presenting evidence to establish the following facts:

As previously described in the Dimora section of the sentencing memorandum, Forlani had to take several steps to complete the VA Development Project. One of Forlani's first steps was to acquire certain parcels of land in the Wade Park area on which to build the VA Development Project. During the period from in or around January 2005 through June 2006, Forlani approached the owners of the parcels, both directly and indirectly, to convince the owners to sell the land. Some owners agreed, while others did not. Calabrese represented Forlani and his business interests in connection with the VA Development Project. Calabrese met with one of the property owners, who was reluctant to sell. Calabrese told that property owner that Scott was upset that the owner was not willing to sell his/her property. Calabrese said that Scott had told him (Calabrese) that she (Scott) would have the City of Cleveland use eminent domain to take the property, leaving the property owner with nothing. The property owner, feeling pressure to sell, finally agreed to the sale.

Meanwhile, in or around July 2005, Forlani told Scott he was looking for minority employees to work on a project Doan had been contracted to perform. Scott asked Forlani to hire her son, and Forlani agreed. In or around August 2005, Scott asked Forlani if her son could work in Doan's office due to a non work-related injury that would make it difficult for her son to work on the project for which Forlani had hired him. Forlani agreed.

As a second step in Forlani's efforts to acquire the necessary parcels on which to construct the VA, Forlani wanted to acquire land held in the City of Cleveland's land bank. On August 17, 2005, Scott sponsored legislation in the Cleveland City Council for an ordinance to sell land owned by the City for use in the VA Development Project.

A third step was for Forlani to gain City Council support for the project. On or about November 20, 2006, Scott spoke at a meeting of the Committee on Finance of the Cleveland City Council, attended by Forlani, and in response to her colleague questioning the level of minority participation on the VA Development Project, Scott stated, “[H]ow dare you use your own approach to question a project in my ward without having a discussion with me first. You are out of line. And you will not continue to come to this table and get in other people’s ward business. I do not appreciate it and if you’ve got a problem with this project you should have said something to me. You have no right to sit here and question them. You don’t understand what it takes to get this done. And you’re wrong. I don’t appreciate it. And you’re not going to sit here and build a reputation off of me. I don’t mess with your projects and don’t you mess with mine.” A full copy of this recording is attached at Exhibit 1.

A fourth step Forlani needed to complete the VA Development Project was to obtain tax increment financing (“TIF”). Scott co-sponsored three pieces of legislation related to the TIF: (1) November 22, 2006 ordinance authorizing real estate conveyances for the purpose of entering into the chain-of-title prior to the adoption of TIF legislation and authorizing an agreement between the City of Cleveland and VetDev; (2) November 29, 2006 ordinance providing, among other things, for approval of a TIF Agreement related to the VA Development Project; and (3) June 20, 2007 ordinance providing, among other things, for approval of a TIF Agreement related to the VA Development Project.

During the process of securing the TIF, Scott asked Forlani for \$2,000. On March 12, 2007, the same day as Scott’s request, Forlani gave Scott an envelope containing approximately \$2,000 in cash. The following month, on April 17, 2007, Scott scheduled a meeting with a

property owner affected by the VA Development Project.

A fifth component to Forlani realizing the VA Development Project was to secure financing. As detailed in the Dimora and Peto sections herein, Forlani sought financing from several sources, including the Port Authority. On November 6, 2007, Scott attended a Port Authority meeting and spoke in support of financing for the VA Development Project.

Less than two weeks after Scott proffered with the Government, Forlani called Scott. Forlani told Scott that he wanted to follow up with her about the VA Development Project. Forlani asked about Scott's family and suggested that Scott and Forlani meet for lunch. Scott reported the contact to the FBI.

C. Criminal Conduct Noticed as Potential Rule 404(b) Evidence

1. Forlani Bribery of Robert Peto related to the Carpenters' Union, ERISA Funds and the Port Authority.

From in or around 2004 through on or about July 2012, Forlani, Doan, and Neteam gave Peto and his designees things of value in return for Peto using his positions as a Port Authority Board Member, the Secretary-Treasurer of the Ohio and Vicinity Regional Council of Carpenters ("Carpenters' Union"), and trustee of related ERISA funds to benefit Forlani and his designees.

The things of value included free and discounted home improvements, discounted vehicles, tickets, meals, and financial benefits from serving on the Port Authority Board. Peto received approximately \$27,695.40 in bribes, in addition to the financial benefits from serving on the Port Board (\$46,200.13). The things of value included \$9,195.40 in home improvements, \$10,000 in sporting event tickets, \$1,500 in personal services and \$7,000 related to a vehicle purchase/lease. The official acts Peto performed included (1) helping Forlani's companies obtain financing for the VA Development Project through the Port Authority, the Carpenters' Union and

ERISA funds, (2) helping Forlani obtain a contract with an ERISA fund to remediate property in Toledo, Ohio, (3) using his power as a Port Authority member to cause economic harm to the Cleveland Browns on a parking lot contract, and (4) helping Doan obtain Carpenters' Union business.

The Government intends to produce evidence at the sentencing hearing to prove the following facts, among others:

On or about June 17, 2004, Peto left a message for Forlani related to a Carpenters' Union construction loan committee meeting for the VA Development Project. On or about June 28, 2004 Peto provided a summary of the VA development Project to the Carpenter's Union construction loan committee. On or about August 16, 2004, Doan performed work at Peto's residence. On or about August 17, 2004, Peto left a message for Forlani that Peto was going to a VA Development Project loan meeting. On or about September 30, 2004, Peto left a message for Forlani asking if he could have tickets for "Sunday's game."

On or about November 18, 2004, Doan performed work at Peto's residence. On or about December 7, 2004, Peto facilitated Forlani appearing before the Carpenters' Union Construction Loan Committee to discuss the VA Development Project. On or about December 9, 2004, Doan performed work at Peto's residence. On or about December 14, 2004, in part due to Forlani's influence, the County Commissioners passed a resolution naming Peto to the Port Authority Board.

On or about July 22, 2005, Peto attended a Pension Fund Real Estate Loan Committee meeting, at which it was reported that Forlani might seek financing for the VA Development Project from the Pension Fund and the Port Authority. On or about July 23, 2005, Forlani caused

Peto to receive a financial benefit in connection with acquiring a vehicle.

On or about November 17, 2005, Peto left a message for Forlani that Peto needed his sprinkling system to be drained and needed to know about two Browns tickets.

In or around March 2007, Neteam performed work at Peto's residence. On or about June 29, 2007, Neteam billed Doan for the work at Peto's residence at a cost of approximately \$911.91. On or about August 14, 2007, Doan paid Neteam approximately \$911.91.

In or around August 2007, Neteam performed work at Peto's residence and billed Doan for the work. On or about October 2, 2007, the Port Authority Committee for Regional Economic Development approved issuing two series of taxable revenue bonds totaling approximately \$125 million to construct the domiciliary, parking facility and administrative offices as part of the VA Development Project, Peto having influenced the Committee. On or about November 2, 2007, Doan paid Neteam for the work performed at Peto's residence in or around August 2007. In or around December 2007, Peto's relative received free and discounted home improvements from Doan.

In or around March 2008, Neteam performed work at Peto's residence. On or about March 26, 2008, Neteam billed Doan approximately \$161.63 for the work at Peto's residence. In or around March and April of 2008, Peto spoke to Forlani about the S&P bond rating Forlani wanted to obtain as part of the process of financing the VA Development Project. Peto arranged for Delbrocco to assist Forlani in expediting the S&P bond rating.

On or about April 1, 2008, Forlani and Peto spoke about the bond rating Forlani awaited from S&P. Peto gave the telephone to Nick Delbrocco, who spoke to Forlani. Forlani told Delbrocco, "If somebody has a business relationship with them, has a little leverage, then

somebody could ask them to, you know, shove, shove our deal to the top, so it goes out.”

Delbrocco replied, “Ok, alright, we can do that.” Delbrocco asked for contact information from Forlani. Forlani said, “I get the kind of feeling that somebody has to talk to him the right way or otherwise the guy would be vindictive. All they’re doing is rating the deal. They keep shoving it to the back of the bus. Delbrocco asked Forlani to email him the details.

On or about April 14, 2008 at approximately 6:03 p.m., Dimora told Forlani, “They’re gonna send, ask him to send a letter, to make BE22’s son permanent.” Dimora then asked, “Is he gonna to be okay with that?” Forlani questioned, “Who, Hoffa?⁶” Dimora replied, “Peto, yeah, Hoffa.” Forlani told Dimora, “You let me handle Hoffa. That’s what you pay me big money for to be your consultant, you know, with . . . , Hoffa everybody else and I hate getting it stuck in my a-- by you.” Dimora said, “He might want somebody else to be the permanent. You know how he is, he’s got his own.” Forlani stated, “Let me tell you something, Commissioner. It’s in good hands.” Dimora responded, “Okay. Just so you know, that’s forthcoming, that letter.”

On or about April 14, 2008 at approximately 8:16 p.m., BE22 asked Forlani, “What happened with my son, anything?” Forlani replied, “That’s what I’m talkin’ about. They submitted it, now, you know, they submitted without telling Hoffa [Peto]. I talked to Hoffa. You know Hoffa don’t like to do anything that Hoffa doesn’t originate.” BE22 asked, “So what did he say?” Forlani said, “It’ll be alright.”

On or about April 15, 2008 at approximately 1:36 p.m., Forlani asked Peto if Delbrocco had spoken to S&P. Peto said that Delbrocco was in Costa Rica, but that Peto received an update from another person in Delbrocco’s office. Peto then told Forlani, “I guess BE22, BE22 must be

⁶Forlani, Dimora and others commonly referred to Peto as “Hoffa.”

putting the pressure on Jimmy [Dimora] to put his kid on full time because you know I asked for Jimmy [Dimora] a while back ago if I'm getting another guy. He says, 'No, I can't.' And then . . . just calls my office and says have Peto write us a letter to put BE22 on full time." Forlani asked, "Oh is that bad for you Bob, or no?" Peto replied, "No that's okay, but, you know what, like I says, you know it should have went through me first, you know what I mean." Forlani said that it was his (Forlani's) fault because "Jimmy [Dimora] called me, I forgot, Je--s Ch--st. Now I'm thinking about it, he called me to make sure I called you and let you know that he was gonna to do that and make sure you were okay with it." Peto said, "No one told me and my secretary said should I send that letter." Peto told Forlani, "I'll get the letter out in the next day or so."

On or about April 15, 2008 at approximately 1:40 p.m., Forlani told BE22, "Hoffa's sending the letter tomorrow." BE22 replied, "For what?" Forlani said, "So you're done." BE22 asked, "He's sending him a letter?" Forlani said, "Yeah, you and I are done now. We're done." BE22 asked Forlani, "And where's Hoffa at?" Forlani said that "Hoffa's in Washington with Bush and Cheney." BE22 questioned, "How is he gonna send him the letter tomorrow?" Forlani asked, "Who?" BE22 replied, "Hoffa." Forlani explained, "Hoffa's gonna, he's having the secretary type it." BE22 said, "To my son?" Forlani responded, "No, to the County to allow it to happen." BE22 told Forlani, "You're the man. I'm in Minnesota, I'll call you later."

On or about April 17, 2008, Peto caused to be drafted a letter to the County regarding BE22's relative, which letter identified Peto as the Executive Secretary/Treasurer of the Carpenters' Union.

On or about April 21, 2008, Forlani and Delbrocco discussed the S&P rating. Forlani said that once the deal was completed, they would go to a nice restaurant in Rhode Island with Peto.

Forlani also told Delbrocco that he had purchased “the workout thing” for Peto but Peto has not used it.

On or about April 25, 2008, Forlani discussed with BE22 how other Cleveland Browns employees were trying to negotiate a lower price with Forlani for the high definition television project in the stadium suites. Forlani stated, “They f—k with me, you see that parking you guys got next door at that f—ing Port Authority, you wait and see what f—ing happens.” BE22 responded, “I know that.” Forlani continued, “You watch that f—king Port land next door, you guys will be f—ing crying. I’ll tell you that right now.” BE22 replied, “They already had a meeting with us. And they said we don’t pay enough money . . . Well you could’ve helped us with that.” Forlani answered, “Oh sure, I can make it two things . . . either, you could, the amount you’re pay’n’s okay, or the amount that you’re payin’ is like half of what it’s gonna be.” Forlani also told BE22, “I can’t tell you how much f—ing trouble I can cause. That f—ing port. That Port Authority. I can make it so f—ing bad you can’t imagine.”

Approximately five to ten minutes later, Forlani updated Peto on the high definition television project. Forlani said, “Let me tell you, they start to f—k with you down at that f—king parking lot, Bobby, I want you to stick it up their f—ing a— so they know why not to f—k with the good guys in town.” Peto replied, “Well, I agree. Like I said, I’m ready to pull the f—ing parking.”

Approximately ten minutes later, Forlani called BE22 and discussed the proposed television contract price. Forlani said, “I’m gonna tell you right now, they’re gonna get f—ed on that parking. I can’t even explain it to you.” BE22 replied, “Well don’t worry, he’s gonna find out about that tomorrow,” and explained that the Cleveland Browns already met with a Port

Authority member, who said that the Browns had been paying “nothing” for parking. Forlani replied, “Now, two things can happen . . . I can make that better or I can make it worse.”

On or about May 2, 2008, Forlani and Peto discussed the S&P rating. Forlani asked Peto if Delbrocco had heard from S&P. Peto replied that he did not know, but that he would talk to Delbrocco that day or the following day.

On or about May 3, 2008, Forlani told Peto that they had bigger problems because they had to “come up with \$102 million.” Forlani asked if Peto had spoken to Delbrocco. Peto responded that he had not. Forlani said that he had spoken to Merrill Lynch, and, “If we can get an ‘A’ rating from Standard and Poors, they can sell the bonds all day tomorrow.” Peto said, “I’ll have Nikki follow-up on Monday.”

On or about May 14, 2008, Doan paid Neteam approximately \$161.63 for work performed on Peto’s residence.

On or about May 27, 2008 at approximately 12:23 p.m., Peto spoke to Forlani about a meeting Peto had in Toledo, Ohio. Peto mentioned some vacant land owned by the Carpenters’ Union. Peto said that he planned to meet with a Michigan company that would provide an estimate for removing the 70,000 tons of steel from the land. Forlani said that Relative 4 was in the scrap metal industry. Peto said that if someone else was interested in pricing the project to call Peto. Peto said that he would connect Relative 4 with “my guy . . .” in Toledo, because there was “a scrap guy coming in from Michigan to give me a price.”

On or about May 27, 2008 at approximately 4:47 p.m., Forlani asked Relative 4 if he would be interested in the Toledo project. They both questioned whether the property contained 7,000 tons or 70,000 tons of scrap. Relative 4 asked Forlani to find out more information about

the property. Forlani said, "Relative 4, it's our guy, if the guy [] I'm talking about Hoffa. Hoffa can control the situation."

On or about May 27, 2008 at approximately 5:17 p.m., Forlani asked Peto to confirm that the land contained 70,000 tons of steel. Peto responded that he was pretty sure "that's what they said," and explained the history of the site development. Peto offered to call "my guy up there and I'll call you right back." Peto called Forlani shortly thereafter and confirmed the details. Forlani said the material must be worth "a ton."

On or about May 27, 2008 at approximately 5:21 p.m., Peto said he talked to Carpenter 1 and there are "70 or might be even more." Peto explained that the Michigan contractor had come to the site that day. Peto described the material on the site, and Forlani said "that f--king material has got to be worth a ton." Peto said that he would call Forlani's assistant with Carpenter 1's contact information. On or about May 27, 2008 at approximately 8:26 p.m., Forlani updated Relative 4 on Forlani's conversation with Peto.

On or about May 30, 2008, Forlani spoke to Peto about selling bonds for the VA Development Project. Peto said that he had spoken to Delbrocco and that Delbrocco might be able to sell \$35 to \$50 million in bonds. Forlani replied, "Oh my God, I mean 35 would be, 30 like 32-33 Bobby would be, like maximum that would be perfect." Peto said, "I'm thinking that if he can do something like that and sell them, you don't have to put ten cents in, you know what I mean, 'cause you're stretched out already." Peto continued, "I don't want to say too much on the phone. He said he could push anywhere from 15 to 50 if he wants." Forlani replied, "Oh, Bobby, that would be huge." Peto said, "I would rather do it that, then I don't even need to approach the guy on the west coast." Peto gave Delbrocco's cell phone number to Forlani.

On or about June 1, 2008 at approximately 1:03 p.m., Forlani and Relative 4 discussed touring the Toledo site. Forlani said, "If anything is close to being equal, Bobby'll give it to us."

On or about June 2, 2008, Forlani spoke to Dimora about funding issues related to the VA Development Project. Dimora asked Forlani if Dimora should speak to a financial services company about lowering its fees. Forlani replied, "I engaged Hoffa." Forlani continued, "I said, 'Bobby, go, you know, couple of the national guys, other funds,' 'cause he can't bind himself, so right now he's got this Nikki Delbrocco working on maybe \$35 or 40 million worth of bonds. So once we do that, we should be able to sell the rest of 'em."

On or about June 6, 2008, Forlani told Peto that he received the "A Plus" rating from the S&P. Forlani said, "We might get there now Bobby, we're getting close." Forlani continued, "Bobby, it wouldn't have happened without your help. Without you and Nikki, I mean, that's huge, because Bobby that means there's a lot less I have to sell out there. Plus it shows viable buyers right off the bat."

On or about June 27, 2008, Forlani told Peto, "If you can, talk to Nikki because I think he's going to be critical to helping, you know, find buyers." Peto replied, "This guy can start doing what he's got to do." Forlani said, "Yeah, we gotta, we need that S&P report, we get that S&P report in our hands, and everybody knows that, that's like gold."

Peto did not pay the full amount for all of the work performed by Doan and Neteam at Peto's residence and for Peto's designees.

On July 9, 2008, the day after DAS document custodian Jeff Komar appeared before the grand jury, Forlani told Peto, "They're gonna be headaches Bob, I'm telling ya. We'll have to get

together.”

On or about July 16, 2008, Dimora asked if Forlani was trying to call him. Forlani said that he would call Dimora from a different phone. Dimora and Forlani discussed Steve Pumper. Dimora said, “He makes me look like there’s nothing wrong with me.” Dimora said, “I’m still laughing about what you were saying on [MetroHealth executive] John Carroll makes me look like a punk. You can’t make a pimple on my fat ass when it comes to, compared to John Carroll.” Forlani told Dimora, “At the end of the day, there is just very few that really care that don’t need something.” Dimora said, “You don’t have to tell me. I mean you’re gonna be the resident expert.”

Forlani spoke to Peto shortly thereafter. Forlani told Peto that he got another telephone. Forlani also said, “Oh, I gotta tell you when I see you. Nothing to do with me or you, just somebody we know.”

On or about June 8, 2009, Doan performed work at Peto’s residence, for which Doan billed Peto \$225. On or about July 31, 2009, Peto wrote a check to Doan for \$225. On or about June 25, 2009, Doan performed work at Peto’s residence for which Doan billed Peto \$55. On or about August 8, 2009, Peto wrote a check to Doan for \$55.

Exhibit 1 contains the audio recordings discussed in this section of the Sentencing Memorandum.

2. Forlani Bribery of Phillips Medical Employees related to Phillips Medical projects.

From in or around the late 1990s to in or around 2008, Steve Pumper, DAS Construction, Forlani and Doan gave and offered to give things of value to several executives at Philips Medical, including Pat Boyce and their designees, in return for the executives using their official

positions at Philips Medical to benefit Pumper, DAS Construction, Forlani and Doan with respect to the award and administration of Philips Medical business.

The things of value included free and discounted home improvements, employment at Doan for the Philips Medical executives' designees, and cash.

At sentencing, the Government intends to present evidence of the following:

Doan began working as a contractor to Phillips Medical in the early 1990s. Forlani directed Doan employees to conduct free and discounted electrical work at several Phillips Medical executives' properties, including approximately \$10,000 in work at Pat Boyce's residence. The cost of the free and discounted work was reimbursed to Doan through submitting fraudulent change orders to Phillips Medical. Boyce and others told contractors, including Doan, to pad their bills, which meant add the money onto their bill to Phillips. Boyce was primarily responsible for burying the costs of personal work into Phillips Medical jobs.

In addition to the home improvements, Boyce received approximately \$15,000-\$20,000 cash from Doan, usually in \$1,000 payments. Doan provided dinners, drinks, gift certificates, and sporting event tickets for Boyce and other Phillips employees. The things of value Boyce received from Doan were usually left on his desk or came through another Phillips Medical executive or Doan project managers/foremen.

Forlani met with Boyce, who at that time was the only current Phillips Medical employee involved in the bribery scheme, several times after the FBI executed search warrants in July 2008. They discussed the FBI investigation and also a simultaneous Phillips Medical internal investigation. Forlani mentioned home improvements he performed at other Phillips Medical executives' residences, admitting that Doan performed approximately \$80,000-\$100,000 in work

at one executive's residence. Forlani told Boyce there were invoices for some of the work.

In one of the meetings, Forlani told Boyce it would be wise for Boyce to make a payment towards the work Doan did at Boyce's house. Forlani told him to send in whatever Boyce could afford, \$150 to \$200 here and there. After that conversation, Boyce started to receive calls from Doan's accounting department telling him he was late on his payments to Doan. The accounting department employees asked Boyce to start paying \$400-\$500. Boyce told Forlani he could not afford \$400-\$500. Forlani said to just pay what Boyce could afford. Boyce made some payment to Doan. Boyce never received an invoice for the work, and he did not know how much money Forlani expected Boyce to pay. Boyce did not make further payments when Boyce deduced Forlani was no longer associated with Doan and because the accounting department stopped calling.

III. Additional Facts Related to § 3553(a) Factors

A. Nature and Circumstances of the offense

Forlani bribed 6 different public officials (Dimora, Kelley, Klimkowski, Peto, Scott and Carroll) and multiple business executives. He corrupted multiple government organizations (Cuyahoga County, City of Cleveland, Parma City Schools, Maple Heights City Schools, MetroHealth, and the Port Authority) and private businesses. Forlani engaged in bribery not because of need, but because of greed. Forlani was a well-educated, established business owner. Sadly, it was not enough for Forlani to run his businesses and compete for jobs. Instead, he used bribery to shortcut the process and benefit himself, Doan and his other business enterprises, including his crown jewel, the VA Development Project.

Forlani profited more than the public officials, by obtaining millions of dollars in contracts for his companies. The true scope of Forlani's criminal conduct is not reflected in the Guidelines' loss calculations because the Government lacked the necessary information to calculate the value of the benefit conferred or to be conferred to Forlani and his companies for each bribery scheme (anticipated net profits). By way of example, in total, Forlani's companies received or sought to receive \$132,808,671 in contracts. If the companies only gained 1% profit, the value of the benefit conferred or to be conferred would be \$1,328,086.

Not only did Forlani build his businesses on bribery, he then engaged in multiple acts of obstruction to try to cover his tracks. When Forlani learned that the FBI was investigating Pumper bribing public officials, Forlani created a false Dimora invoice, in an effort to conceal the free work Doan had performed at Dimora's residence. Following the July 28, 2008 search warrants, Forlani engaged in similar conduct with Pat Boyce, encouraging Boyce to make payments in an effort to conceal the corrupt nature of the free work Doan performed at Boyce's residence. The following Spring, when Forlani learned that the FBI approached Klimkowski, he created a false Klimkowski invoice to try to conceal the free work Doan had performed at her residence. Forlani then went a step further, by promising to reimburse Klimkowski for the payment she would make to Doan. When Forlani learned that Sabra Pierce Scott had been approached by the FBI, he placed a call to Scott requesting a meeting. However, Scott did not agree to meet and reported the contact to the FBI.

By engaging in multiple acts of obstruction to conceal multiple schemes, the nature and circumstances surrounding Forlani's obstructive conduct was more severe than others who

receive a U.S.S.G. § 3C1.1 enhancement. The Guidelines provide no increase for multiple acts of obstruction. Consequently, Forlani received the same two-level increase for participating in three different obstruction schemes that he would have received had he only engaged in one obstructive act.

In sum, for years, Forlani fueled the culture of corruption that dominated northeast Ohio and then took extensive steps to cover his tracks. This significant course of criminal conduct deserves a significant sentence.

B. History and Characteristics of the Defendant

Forlani's history and characteristics support the Court imposing a significant sentence. Forlani was a well-educated, successful business executive who had every advantage in life. Forlani did not need to commit these crimes. Nevertheless, he chose to cheat. He chose to build his companies on bribery, giving his companies an unfair advantage over others. Then he chose to cover it up.

The Government found little to no evidence in Forlani's background that warrants a lower sentence. Forlani's corrupt and selfish actions permeated his life, and reached even to his charitable contributions. Forlani and his businesses made large charitable contributions, which on their surface, appear to be generous, charitable gifts. However, the intercepted conversations contained in Exhibit 1 revealed that Forlani donated to charities strategically, contributing to those who would then award Forlani's companies large contracts. Making donations with the expectation of receiving lucrative contracts in return, is hardly an act of charity that warrants a lower sentence.

Forlani made numerous political contributions. Yet the evidence demonstrates he did so not to support civic dialogue, but rather, with the expectation that he would gain business. Forlani donated and caused others to donate to Kevin Kelley's campaign, described above, in return for Kelley awarding Doan contracts and treating Doan favorably on contracts. Similarly, the intercepted calls contained in Exhibit 1 reflect the motive for Forlani donating to another public official's campaign. Forlani's political contributions are not acts of civic responsibility that justify a lower sentence.

The Government is aware that Defendant has a wife and children, but believes that Forlani's status as a husband and father is not such that it warrants a sentence at the lower end of the Guidelines range. Should Defendant cite his family responsibilities or relationships as a factor that warrants a lower sentence, the Government will present evidence in rebuttal.

C. Promote respect for the law and provide just punishment

The reach of Forlani's corruption was far and wide. He created an uneven playing field, in which his businesses unfairly gained a secret advantage over others. Forlani did not corrupt just one public office or only succumb to the greed of one public official. He turned to bribery as a way of business, in whichever municipality or private entity he desired.

Forlani's corruption was insidious and dishonest. His subtle, behind the scenes influence allowed him to thrive where others failed. He willingly gave to those whose power and influence he sought. When he thought the FBI discovered his schemes, he tried to cover his tracks. In order to promote respect for the law, such substantial corruption deserves substantial punishment.

D. Deterrence

Disappointingly, most of Forlani's conduct occurred in the wake of other high profile corruption investigations. He continued and expanded his criminal enterprise at the very time he was reading about prominent corruption prosecutions, including Congressman Traffican and Nate Gray. In United States v. Gray, 1:04CR580, Judge Gwin sentenced Nate Gray to a 15-year prison term following his conviction on RICO Conspiracy and bribery-related charges. Gray served as a conduit between bribe payors and public officials, including former East Cleveland Mayor Emmanuel Onunwor. Onunwor received a 108-month prison term, following his conviction on similar charges.

The dates of significant events in the Gray prosecution, all highly publicized, reveal that even these significant sentences did not deter Forlani. On January 14, 2005, Gray was arrested on a superseding indictment. Trial commenced on June 13, 2005, and it resulted in an acquittal on some counts and a hung jury on others. A second trial commenced on August 8, 2005, after which the jury returned guilty verdicts. On November 16, 2005, Judge Gwin sentenced Gray to 180 months incarceration.

From January 2005 (Gray's arrest) to November 2005 (Gray's sentence), Forlani paid the following bribes:

- (1) \$37,144 worth of improvement work at the homes of Sandy Klimkowski and Larry Klimkowski Jr.;
- (2) Hired Randall Scott Jr. to a job he earned \$90,000 during the course of his employment;
- (3) Contributed \$3,630 to campaign of Sabra Pierce Scott;
- (4) \$9,195 worth of home improvement work at Robert Peto's home;

- (5) \$7,000 added value to a trade-in for Robert Peto's personal vehicle to use towards the purchase of another vehicle;
- (6) Cash bribe to Kevin Kelley for supporting Johnson Controls/Doan Pyramid contract with Parma City Schools;
- (7) Home improvements at Dimora's house in October, 2005 totaling \$1079;
- (8) Summer car rental for Dimora's son, valued at approximately \$2874;
- (9) 4 cell phones for the Dimora family (total year costs \$1713);
- (10) Car maintenance for Dimora's car totaling \$84;
- (11) Browns tickets for Dimora totaling \$100, and;
- (12) 3 rounds of golf for John Carroll at Signature of Solon valued at approximately \$300.

Clearly, a 15-year sentence for a conduit in a public corruption RICO conspiracy did not deter Forlani. Instead, his crimes continued.

During and following the Gray prosecution, the Government brought a series of corruption cases involving the City of Cleveland Water Department. In 2007, five defendants pleaded guilty, including Jimmy Lee Gates, an assistant chief and 26-year veteran at the Water Department. Also in 2007, former Illinois Governor George Ryan (then age 73) began serving his 6 1/2 year corruption sentence. These six prosecutions did not deter Forlani. Instead he gave the following bribes in 2007:

- (1) \$1,450 television for Maple Heights School District Treasurer Chris Krause;
- (2) \$2,000 Cash bribe to Sabra Pierce Scott for supporting the VA Development Project;
- (3) Additional home improvement work at the home of Robert Peto and Sports Tickets;
- (4) \$8,000 campaign contribution, earmarked to pay Kevin Kelley's printing invoice;
- (5) Dimora car purchase discounted \$9000, billed to Doan;

- (6) Summer car rental for Dimora's son, valued at approximately \$2874;
- (7) Dimora home improvements totaling \$11,685;
- (8) 4 cell phones for the Dimora family, year costs totaling \$3506;
- (9) Golf for John Carroll at Signature of Solon, totaling \$1394, and
- (10) Tickets to John Carroll totaling \$576.

Forlani's continued criminal activity in the face of all of these prosecutions demonstrated that a sentence at the lower end of the Guidelines range will not deter business executives contemplating criminal activity.

E. Need to avoid unwarranted sentencing disparities

Forlani's criminal conduct is most comparable to that of Steve Pumper. Pumper and Forlani:

- Both served as high level executives in multiple business ventures.
- Both bribed multiple public officials, including Dimora, Kelley and Klimkowski.
- Both bribed multiple private business executives, including Patrick Boyce.
- Both used multiple forms of bribes including cash, campaign contributions, home improvements and meals.
- Both obstructed justice.

Pumper pleaded guilty on July 17, 2009. The plea agreement contemplates the following Guidelines:

Base Offense Level	12	§ 2C1.1(a)
Offense Involved More Than One Bribe	2	§ 2C1.1(b)(1)
Value of the payment, the benefit received or the loss from the offense: \$2,024,600 ⁷	16	§ 2C1.1(b)(2) & § 2B1.1(b)(1)(I)
Offense Involved Elected Public Official or Any Public Official in A High-Level Decision Making or Sensitive Position	4	§ 2C1.1(b)(3)
Obstruction	2	§ 3C1.1
Acceptance of Responsibility	-3	§ 3E1.1
Substantial Assistance (Potential to Earn Up To 3 Levels).	-3	§ 5K1.1
Total Offense Level	30	97-121 ⁸

The difference between Pumper and Forlani's Guidelines calculations lies with the loss figure. As reflected in the footnote below, the Government was able to calculate the value of the

⁷The loss is calculated as follows:

Count	Loss	Comments
1	\$186,000	Value of benefit conferred (although later investigation revealed the benefit conferred is greater, this figure represents the benefit known to the USAO at the time Defendant began cooperating)
3	\$6,600	Value of the bribes
6	\$15,000	Value of benefit conferred (although later investigation revealed the benefit conferred is greater, this figure represents the benefit known to the USAO at the time Defendant began cooperating)
7	\$117,000	Value of benefit conferred
2,4,5,8	NA	
9	\$1,700,000	Defendant may argue for a variance. See paragraph 16 above.
Total	\$2,024,600	

⁸Assumes a criminal history category I.

benefit conferred (DAS's profits) on several contracts. This was due, in large part, to the completeness of the DAS records and cooperation from DAS employees. By contrast, the Doan records were not as complete and the company did not otherwise provide the necessary information to calculate profits and anticipated profits. This gap in the evidence resulted in a significantly lower loss number for Forlani than for Pumper.

In nearly every way, Forlani's conduct equaled Pumper's conduct. But where their actions diverge, cooperation, Pumper deserves greater consideration. Pumper cooperated shortly after the search warrants. He did so without having been charged, without having received discovery, and without viewing other co-conspirators' trials. He pleaded guilty, participated in numerous proffer sessions and reviewed Title III calls. He testified at two trials and is scheduled to testify at the Forlani sentencing hearing and the Calabrese trial. Pumper's actions saved the Court and the Government tremendous resources.

By contrast, Forlani failed to cooperate pre-indictment. The Government presented his case to the grand jury, who indicted Forlani. Forlani filed extensive pretrial motions that required voluminous responses. Forlani asked for and received discovery, which took considerable time and resources to produce. Forlani's delay in pleading guilty until shortly before trial caused the Government to devote weeks of time preparing the case. Forlani declined the opportunity to cooperate in other investigations.

Despite Forlani's considerable delay and the significant expenditure of resources preparing his case, because of the inadequacies in the Doan documents and unavailability of Doan witnesses, and solely for that reason, Pumper's guidelines range (97-121) is higher than Forlani's range (70-97) even if Pumper received the maximum 5K reduction contemplated in his plea

agreement.⁹ A significant sentence for Forlani is necessary to avoid an unwarranted disparity between Pumper and Forlani.

IV. Conclusion

For Defendant Forlani, bribery was a way of business. Considering the number of schemes, their duration, the lucrative contracts Forlani's companies received, and Forlani's multiple acts of obstruction, a significant sentence is warranted.

Respectfully submitted,

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⁹The Government is making no representation about the amount of 5K reduction, if any, the Government will recommend at Pumper's sentencing.

CERTIFICATE OF SERVICE

I certify that on this date, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. mail. Parties may access this filing through the Court's system.

/s/ Antoinette T. Bacon

Antoinette T. Bacon

Assistant United States Attorney